

WASHINGTON TRAFFIC SAFETY COMMISSION

621 8th Avenue SE, Suite 409, PO Box 40944, Olympia, Washington 98504-0944, (360) 753-6197

January 9, 2014

In 2000, Washington State adopted a bold vision to eliminate traffic deaths and serious injuries on our roads by 2030. In the past 13 years, we have seen tremendous progress toward Target Zero. Traffic deaths are at record lows in spite of increases in population, number of vehicles on our roadways, and miles traveled. Nevertheless, much remains to be done. I invite you to bring your organization's passion and talents and join the growing coalition of public, private, and non-profit organizations engaged in this important work.

Each year, the Washington Traffic Safety Commission offers grant opportunities to organizations anxiously pursuing Target Zero goals and objectives. These critical partnerships have helped establish Washington's reputation for creating and implementing leading-edge strategies to curb driver behaviors that result in preventable and unnecessary loss of life. We hope to strengthen existing partnerships and forge new ones as we look to the coming grant year and further success in our pursuit of Target Zero.

It is my pleasure to announce the availability of Federal Fiscal Year 2015 grant funding. This announcement is intended to solicit proposals from organizations throughout the state aimed at helping Washington reach Target Zero. It is my hope that the proposals we receive will strike a balance between strategies we know to be effective and those that will help us break new ground in identifying innovative, yet measurable ways to reduce traffic deaths and serious injuries. It is in this balance that we will continue our progress toward Target Zero while developing new strategies for responding to emerging challenges. How we respond to these profound challenges will largely determine the speed at which we are able to realize the Target Zero vision.

I invite you to put your talent and resources to work in helping us reach this worthy goal. The strength and breadth of our coalition directly impacts the quality of our work and the outcomes that result. I hope you will consider developing a proposal that strengthens our coalition and contributes to the important work of eliminating traffic deaths and serious injuries by 2030.

Darrin T. Grondel

- In J. Shanles

Director

This announcement is divided into three sections. Section one provides an overview of the grant opportunity by answering a series of common questions about Target Zero and the grant process. Section two is the document you will use to create your project proposal. Section three includes a sample Interagency Agreement containing the *State and Federal Terms and Conditions* of the grant.

Section 1 - Overview & Instructions

What is Target Zero?

Washington is building traffic safety partnerships throughout the state to align priorities and leverage resources to improve traffic safety. The Target Zero Plan is the result of this work and represents Washington's strategic roadmap for eliminating traffic fatalities and serious injuries by the year 2030. The Target Zero Plan provides a comprehensive framework with specific priorities, goals, objectives, and strategies. Successful grant proposals are aligned with the Target Zero priorities and utilize its proven strategies or consist of innovative strategies with an accompanying evaluation plan. The 2013 Revised Target Zero Plan is available at http://targetzero.com/.

What are Target Zero Priority Areas?

The Target Zero plan prioritizes traffic safety issues into three distinct levels. The three priority levels are determined based on the percentage of statewide traffic fatalities and serious injuries associated with each factor. Currently, priority one has seven issue areas that include topics such as impaired driving, run-off-the-road, and speed. Priority two has seven issue areas, and priority three has eight. For a complete list of all priorities, please view the Target Zero Plan.

In addition to the statewide priority areas listed in Target Zero, a local county/municipality may have data that shows a shift in the percentages of traffic fatalities in that county for one or more focus areas. Projects that involve higher priority areas (either using statewide or county level data) will receive special consideration for funding.

What are Proven or Evidence-Based Strategies?

Research and evaluation studies have validated the effectiveness of certain strategies for improving traffic safety. These strategies are referred to as "Proven." The Target Zero Plan includes dozens of these strategies. In fact, many of the strategies listed in Target Zero have been proven effective either through national research studies or sound project evaluation efforts. Those strategies that lack research evidence of effectiveness are listed in Target Zero as either "Recommended" or "Unknown." Project proposals that include "Proven" strategies will receive extra consideration for funding while those employing "Recommended," "Unknown," or other strategies will be considered based on project merit and planned outcomes.

If your proposal includes an innovative demonstration project for which no research exists to support its effectiveness, your project must contain a strong evaluation plan to assess the effectiveness of the project at its conclusion.

In addition to reviewing the traffic safety strategies contained in the Target Zero Plan, you may find it helpful to explore strategies contained in the following documents:

• Countermeasures that Work, a joint publication by the National Highway Traffic Safety Administration (NHTSA) and the Governor's Highway Safety Association (GHSA) -

http://www.nhtsa.dot.gov/people/injury/airbags/Countermeasures/index.htm

 American Association of State Highway & Transportation Officials (AASHTO) Strategic Highway Safety Plan http://safety.transportation.org/guides.aspx

What is the Process Washington Traffic Safety Commission (WTSC) Uses to Award Grants?

Once the deadline for submission of proposals has closed, WTSC staff will begin evaluating and scoring the proposals. Scoring is based on the merits of the answers provided to the six questions posed in the section entitled *Project Proposal*. Once WTSC staff has concluded its review and developed an overall recommendation for funding, a multi-disciplinary advisory committee will review the proposals, consider the WTSC staff proposal, and develop a recommendation for the WTSC Commissioners to consider. The WTSC Commissioners will make final funding decisions at the April 2014 meeting.

WTSC will contact each applicant following the April Commission meeting to notify applicants of the status of their proposal. Throughout most of May and a portion of June, WTSC staff will work with award recipients to execute an Interagency Agreement for the project period of performance – October, 1, 201 thru September 30, 2015.

What is the Schedule for the Grant Process?

Event	Date
Notification of available grants is published	January 10, 2014
Applicant question/Proposal preparation period	January 10 – February 21, 2014
Proposals due	February 21, 2014
WTSC evaluates proposals	February 24 – March 19, 2014
Advisory Committee Review	March 31 – April 4, 2014
Commissioner Review of funding proposal	April 17, 2014
Notify applicants	April 25, 2014
Negotiate & finalize Interagency Agreement	July 1 – September 30, 2014
Project start date	October 1, 2014
Project end date	September 30, 2015

What is the Deadline for Submissions?

Regardless of the method you use, your proposal must arrive at the WTSC no later than 5 pm, PST, February 21, 2014. Late proposals will not be accepted.

How Will I Know if WTSC has Received my Submission?

WTSC will send each applicant an email acknowledging receipt of the proposal by March 8, 2014. If you do not receive this notice, please contact WTSC at 360.753.6197 to confirm that your proposal was received.

Who is Eligible to Receive WTSC Grants?

- Washington State agencies
- Federally recognized tribal governments
- · Cities, counties, and their sub-agencies
- Non-profit organizations with existing IRS 501c (3) status
- Public schools (and private schools with non-profit status)

What are the Minimum Qualifications to Receive a Grant?

Eligible agencies or organizations must be able to:

- · Manage public funds efficiently and ethically.
- Collaborate with other public, private, and non-profit organizations.
- Effectively monitor and evaluate the outcomes of a project.
- Adhere to the *State and Federal Terms & Conditions* of the grant including creating and submitting quarterly project reports to the WTSC contact.

How are Funds Distributed?

WTSC distributes funds on a "cost reimbursement" basis only. WTSC does not make payments in advance or in anticipation of goods or services.

How much funding can I request?

Typically, grants range in amounts from \$5,000 to \$150,000.

What Types of Costs are Allowable Under this Grant?

All costs under this grant must follow the Federal Office of Management guidelines and 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments. http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105_a87.pdf

Allowable project costs include:

- Cost to implement strategies designed to address traffic safety problems.
- Equipment and materials.
- · Goods and services.
- Training and travel directly related to project goals.

What Types of Costs are Unallowable Under this Grant?

All projects must follow appropriate state and federal funding regulations. Federal regulations prohibit the use of these funds for office furniture, gifts, entertainment, roadway construction, or roadway maintenance. Federal regulations also prohibit supplanting – using these funds to replace routine or existing state and local expenditures or using these funds to conduct activities required by RCW, WAC, or other statute.

Are Indirect Costs Allowed?

Yes. However, any project proposal that includes indirect costs must be accompanied by a cost allocation plan if the grantee will charge any indirect to the grant. In lieu of a cost allocation plan, agencies may use a letter from their <u>federal cognizant agency</u>, in support of the rate of indirect requested. Not for Profit agencies must provide proof that any indirect charges comply with OMB Circular A-122; Cost Principles for Non-Profit Organizations: http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a122.pdf

Can Funds for Engineering Projects be Requested?

No. These funds are intended to address behavioral traffic safety issues, not engineering solutions. For information on engineering grants, please contact the Washington State Department of Transportation at http://www.wsdot.wa.gov/.

Can These Funds Cover Salaries?

Yes, however, project expenditures that include salaries should specifically outline how those expenditures further the goal of Target Zero.

Can These Funds be Used to Purchase Police Equipment?

Local law enforcement grant proposals for police equipment will not be considered in this opportunity. Each year, WTSC provides funds for traffic-related police equipment through grants to the Washington Association of Sheriffs and Police Chiefs (WASPC). Therefore, local agencies should apply for equipment grants through this source. See http://www.waspc.org for additional information.

Who Can I Contact for More Information?

WTSC will accept questions and comments regarding this document until the close of business on February 21, 2014. You may contact the grants coordinator by mail, telephone, or email. The grants coordinator for this project is:

Chris Madill PO Box 40944

Olympia, WA 98504-0944 Telephone: 360.725-9884 E-mail: cmadill@wtsc.wa.gov

How Do I Submit My Proposal?

You must submit an electronic copy of your proposal to WTSC. Your electronic copy may be submitted by email, mail, or hand delivery.

- **Email:** Email is the preferred method. Send your emailed submission to Dawn Hernandez at dhernandez@wtsc.wa.gov.
- Mail: You may mail electronic medium containing your proposal to Dawn Hernandez, WTSC, P.O. Box 40944, Olympia, Washington 98504-0944. Applicants mailing electronic medium containing proposals should allow normal mail delivery time to ensure timely receipt. Applicants assume the risk of non-delivery or late arrival associated with delivery by mail.
- Hand delivery: You may hand deliver electronic medium containing your proposal to 621 8th Avenue SE, Suite 409, Olympia, Washington 98501, during normal business hours.

Should I Submit Any Documents in Addition to My Project Proposal?

While WTSC staff may request additional information during the proposal review period, in most cases you will not need to submit additional documents with your initial proposal. The two exceptions to this include:

- 1. Organizations claiming non-profit or Not-for-Profit status must submit with their proposal a letter documenting current 501c (3) designation.
- Organizations that request indirect costs must include a cost allocation plan or a letter from their federal cognizant agency in support of the stated indirect rate. Indirect costs charged by Not-for-Profit agencies must provide proof that the indirect charges comply with OMB Circular A-122; Cost Principles for Non-Profit Organizations: http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a122.pdf.

Will My Proposal be Kept Confidential?

All proposals received by WTSC will be subject to the "Public Records Act," RCW 42.17.250 et seq. Any information in your proposal claimed as proprietary and exempt from disclosure must be clearly designated. The specific exemption must be clearly identified by the word "CONFIDENTIAL" printed below the paragraph. The entire proposal may not be marked as exempt from disclosure.

How will I Know if I am Awarded a Grant?

WTSC staff will contact you between April 22 and May 3, 2014, to inform you of the outcome of the review and scoring process.

What is the Process if I am Awarded a Grant?

Once you have been notified of an impending grant award, the Interagency Agreement negotiation period begins. WTSC staff will provide you with a draft Interagency Agreement incorporating many of the elements of your original proposal. Section 3 of this document provides a sample Interagency Agreement containing the *State and Federal Terms and Conditions* of the grant. Once agreement is reached on the specific terms of the Interagency Agreement including the statement of work, budget line items, and other negotiable terms, your authorizing official will sign two copies of the Interagency Agreement. Once these copies are received by WTSC, the WTSC Director will sign both and return one of the originals for your records.

What is the Period of Performance?

The period of performance is October 1, 2014 through September 30, 2015. Award recipients may only incur expenditures after the start of the Federal Fiscal Year – October 1 – and once an Interagency Agreement has been signed by your organization and the WTSC. Extensions of the period of performance are not permitted. WTSC will not reimburse any costs incurred on a project agreement prior to or after the period of performance.

Can I Receive This Document in an Alternative Format?

WTSC will make this document available in an alternate format upon request.

Section 2 – Project Proposal

Project title:			
Applicant agency/organization	n:		
Project Manager:			
Name:		Title:	
Address:			
City:	Zip Code:		Phone #:
Email:			
_	_		
Authorizing official (person w	ith contracting auth		
Name:		Title:	
Address:			
City:	Zip Code:		Phone #:
Email:			
Indicate the Priority Area you	r project addresses:	:	
PRIORITY ONE:	Canadina Inve	alvad	□ Dun off the Dood
☐ Impaired Driver Involved	Speeding Invo	Dived	☐ Run-off-the-Road
☐ Young Driver 16-25 Involved	☐ Traffic Data S	ystems	☐ Distracted Driver Involved
☐ Intersection Related			
PRIORITY TWO:			
☐ Motorcyclists	☐ Unrestrained `	Vehicle Occupants	s EMS & Trauma Systems
☐ Pedestrians	Unlicensed Dr	river Involved	Opposite Direction
OTHER PRIORITY AREA:			
Indicate if you are making cas	sh or in-kind contrib		ject:
Cash Amount:		In-kind Amount:	
Cash Amount: All costs for this project will be		In-kind Amount:	

- 1. What is the problem your project addresses? (You may include data in tables and charts to help support your identified problem.)
- **2. What are the specific goals of the project?** (Goals should clearly and briefly describe the intended outcomes of the project.)
- 3. What strategies will you use to accomplish your project goals? (Include any strategies from the Target Zero Plan you will use.)
- **4. What are the important milestones or deliverables of your project?** (You may use the table below to summarize these.)

Milestone or Deliverable	Date

- **5.** How will the results of your project be measured? (Measures of performance should specify how a behavior or outcome will change over a particular timeframe.)
- 6. What are the project costs you plan to cover with the requested grant funds? (Provide a brief narrative of costs as well as a summary according to the categories in the table.)

Narrative of Costs:

Summary of costs	Amount
Employee salaries and benefits	
Travel (includes in-state and out-of-state travel)	
Contract Services (usually involves a 3 rd party service provider)	
Equipment* (specify equipment in the table below)	
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees)	

*Identify each piece of equipment valued at \$100 or more (leave blank if not applicable):			
Item Description:	Amount:		
1.			
2.			
3.			
4.			

Section 3 – Sample Interagency Agreement Containing the State & Federal Terms & Conditions

INTERAGENCY AGREEMENT BETWEEN AND WASHINGTON TRAFFIC SAFETY COMMISSION THIS AGREEMENT is made and entered into by and between the _____, hereinafter referred to as "CONTRACTOR," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC." THE PURPOSE OF THIS AGREEMENT is to provide funding for the _____ to ____. THEREFORE, IT IS MUTUALLY AGREED THAT: STATEMENT OF WORK The CONTRACTOR shall _____ as described in the Statement of Work attached as Exhibit A.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on October 1, 2014 and remain in effect until September 30, 2015 unless terminated sooner, as provided herein.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed \$____(___THOUSAND DOLLARS). If the CONTRACTOR intends to charge indirect costs, submission of a cost allocation plan or a Federal cognizant agency letter is required. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

STATE AND FEDERAL TERMS AND CONDITIONS:

ACTIVITY REPORTS

The CONTRACTOR agrees to submit quarterly reports and a final report on the activity of this project in the form provided by the WTSC entitled "Traffic Safety Project Report" and incorporated by reference as Exhibit B. Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in the final report will be copies of publications, training reports, and any statistical data generated in project execution. The final report is to be submitted to WTSC within 30 days of termination of this Agreement.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

AGREEMENT ALTERATIONS AND AMENDMENTS

Page 9 of 22

Federal Project #	CFDA #	

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld. The CONTRACTOR shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

BILLING PROCEDURE

The CONTRACTOR shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted using the A-19 attached as Exhibit C or its pre-approved equivalent. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 15. All invoices for goods or services performed on or prior to September 30, must be received by WTSC no later than November 15.

BUY AMERICA ACT

The CONTRACTOR will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of OMB 2 CFR Part 225 and 49 CFR Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities. The CONTRACTOR shall not utilize Federal grant funds to replace routine and/or existing state or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of state, local, or Federally-recognized Indian tribal governments.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

- 1. By signing and submitting this proposal, the CONTRACTOR (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below.)

- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the CONTRACTOR shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The CONTRACTOR shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation

occurring in the workplace no later than five days after such incident. The CONTRACTOR shall notify WTSC within ten days after such notification by an employee. Within 30 days, the CONTRACTOR will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the CONTRACTOR shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

- (i) the entity in the preceding fiscal year received—
 - I. 80 percent or more of its annual gross revenues in Federal awards;
 - II. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

FEDERAL LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Terms and Conditions of this Agreement;
- c. Any Amendment executed under this Agreement;
- d. Any Statement of Work executed under this Agreement; and
- e. Any other provisions of the Agreement, including materials incorporated by reference.

INCOME

Income earned by the CONTRACTOR with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. The CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by the CONTRACTOR's agents, employees, representatives, or any subcontractor or its employees

<u>.</u>.

The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR's or any subcontractor's performance or failure to perform the Agreement. The CONTRACTOR's obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees, and officials.

The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the state and its agencies, officials, agents, or employees.

INDEPENDENT CAPACITY

The employees or agents of each party engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the WTSC may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The WTSC may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the WTSC under this Agreement, and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this Agreement.

NONDISCRIMINATION

The CONTRACTOR will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin;
- (b) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, which prohibits discrimination on the basis of disabilities;
- (d) the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age:
- (e) the Civil Rights Restoration Act of 1987, which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities:
- (f) the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism:
- (h) Sections 523 and, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated, in whole or in part, and the CONTRACTOR may be declared ineligible for further Agreements with the WTSC. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

POLITICAL ACTIVITY (HATCH ACT)

The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC and the state of Washington. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the CONTRACTOR hereby irrevocably assigns all right, title, and interest in data, including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be limited to data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the WTSC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

The CONTRACTOR shall make available information necessary for WTSC to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of personal information obtained or used as a result of this Agreement.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the WTSC may terminate the Agreement under the "Termination for Convenience" clause, without the ten day

notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

SITE SECURITY

While on AGENCY premises, the CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If, for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure of violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, the WTSC may, by ten days written notice, beginning on the second day after the mailing, terminate this Agreement in whole or in part. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

TREATMENT OF ASSETS

- 1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the WTSC upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
- 2. Any property of the WTSC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.
- The CONTRACTOR shall be responsible for any loss or damage to property of the WTSC
 which results from the negligence of the CONTRACTOR or which results from the failure on
 the part of the CONTRACTOR to maintain and administer that property in accordance with
 sound management practices.
- 4. If any WTSC property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
- 5. The CONTRACTOR shall surrender to the WTSC all property of the CONTRACTOR prior to settlement upon completion, termination, or cancellation of this Agreement.
- 6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR 's employees, agents, or Subcontractors.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

DESIGNATED CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

The Contact for the CONTRACTOR is:	The Contact for WTSC is:
IN WITNESS WHEREOF, the parties have e	executed this Agreement.
AGENCY NAME	
Signature	
Printed Name	_
Title Dat	_ e

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature	
Darrin Grondel	
Printed Name	
Director	
Title	Date

Exhibit A

STATEMENT OF WORK



Traffic Safety Project Report

Agency:	Date Submitted:
Project Title:	WTSC Agreement Number:
Report Submitted By:	Grantee Agreement Number (if applicable):

Quarterly Report Number:

☐1 st Quarter Report	Oct. 1 - Dec. 31	Due on Jan. 15
2 nd Quarter Report	Jan. 1 – Mar. 31	Due on Apr. 15
☐3 rd Quarter Report	Apr. 1 – Jun. 30	Due on Jul. 15
☐4 th Quarter Report	July 1 - Sept. 30	Due on Oct. 15

_	_	_	_		
\sim	. h a	-	_	-	ort:
w	ne		7 12	110) r i -

Final Report	Due within 30 days of project close	

- **(2) Activity –** Briefly describe project activity for this reporting period (Include relevant milestones and deliverables).
- (3) **Goals** Briefly describe how project activity has contributed to accomplishing the stated goals (as included in the original proposal) of the project.
- **(4) Problems or Favorable Developments –** Briefly describe any problems that impair your ability to accomplish project goals and any favorable developments that will allow you to meet timelines and objectives sooner or at less cost than anticipated.
- (5) Expenditures Provide a summary of expenditures for this reporting period.

Category of Expenditure	Amount			
Employee salaries and benefits				
Travel (includes in-state and out-of-state travel)				
Contract Services (usually involves a 3rd party service provider)				
Equipment* (specify equipment in the table below)				
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees)				

(6) If applicable, include reports or status updates from contractors (3rd party service providers) and any summary documents or publications created.

Exhibit C

FORM **A 19** (Rev. 4/1/13)



STATE OF WASHINGTON

INVOICE VOUCHER

AGENCY USE ONLY												
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.										
2280												

	AGENCY NAME										For INTERNAL USE ONLY									
	affic Safety Commission									DATE:										
	X 40944								F	PROJECT #:										
Olympia	Olympia WA 98504-0944						APPROVED BY:													
	DOR OR CLAIMANT (Warrant is to be payable to) ease fill in mailing address matching Fed ID #)								INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit the to claim payment for materials, merchandise or services complete detail for each item. BY (Approval Signature & Title)											
								(1	Print Name)				(Date)						
➡Statev																				
FEDERAL I.I	D. # OR	SOCIAL	SECUR	RITY #. (For re	porting l	Personal	Servi	ces Con	ntract I	Payments t	o I.R.S.	CI	DA#						
DATE						DESC	RIPTION				QUANTITY				UNIT PRICE	AMOU	INT	FOR AGENCY		
DAIL						DEGG	tii Hoit				QUANTITY					Ailioc	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	USE		
•													•		•	•				
										ТО	TAL		•		•	•				
PREPARED BY	r										TELEPHO	ONE NUM	BEK							
DOC. DATE		PMT DUE CURRENT DOC. REF DOC. NO.				DC.	VEND	OR NU	UMBER		VENI	OOR MI	ESSAGE		UBI NUMBER					
REF TRANS M O CODE O	FUND	APPN	ASTER INDEX PROGRA	GRAM	AM OR I	SUB	ORG INDEX	WORK	OC BI	UDGET	CITY/TOWN MOS	PROJEC T		PROJ PHAS			IN	INVOICE NUMBER		
C CODE D		INDEX	INL	DEX		OBJECT				UNIT										
ACCOUNTING	ADDDO:	AL FOR S	AVACET			DATE									MADDANIT	FOTAL	10/400	DANT NILIMBED		
ACCOUNTING A	APPRUV	AL FUR P	AYIVIEN I			DATE									WARRANT 1	IOIAL	WARH	RANT NUMBER		